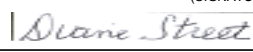


SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS <i>OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, AND 30</i>				1. REQUISITION NUMBER MIPR3MSBCC0290		PAGE 1 OF 37		
2. CONTRACT NO. DAAD13-03-C-0082		3. AWARD/EFFECTIVE DATE 30-Sep-2003		4. ORDER NUMBER		5. SOLICITATION NUMBER DAAD13-03-R-0041		
7. FOR SOLICITATION INFORMATION CALL:		a. NAME SUSAN L. HANLE			b. TELEPHONE NUMBER (No Collect Calls) 410-436-4477		6. SOLICITATION ISSUE DATE 15-Sep-2003	
9. ISSUED BY US ARMY ROBERT MORRIS ACQUISITION CENTER AMSSB-ACC/BLDG E4455 5183 BLACKHAWK ROAD ABERDEEN PROVING GROUND MD 21010-5424		CODE DAAD13		10. THIS ACQUISITION IS <input checked="" type="checkbox"/> UNRESTRICTED <input type="checkbox"/> SET ASIDE: % FOR <input type="checkbox"/> SMALL BUSINESS <input type="checkbox"/> SMALL DISADV. BUSINESS <input type="checkbox"/> 8(A) SIC: 8748 SIZE STANDARD: \$6.0M		11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED <input type="checkbox"/> SEE SCHEDULE <input checked="" type="checkbox"/> 13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)		
15. DELIVER TO PEO BIO DEFENSE - JPO - GUARDIAN CDR STEVE BERTOLACCINI 5109 LEESBURG PIKE SUITE 401B FALLS CHURCH VA 22041		CODE W81XAG		16. ADMINISTERED BY DCMA MARYLAND - S2101A 217 EAST REDWOOD STREET SUITE 1800 BALTIMORE MD 21202-5299		12. DISCOUNT TERMS Net 30 Days		
17a. CONTRACTOR/ OFFEROR EAI CORPORATION 1308 CONTINENTAL DRIVE SUITE J ABINGDON MD 21009		CODE 8Y021		18a. PAYMENT WILL BE MADE BY DFAS-COLUMBUS CENTER DFAS-CO/SOUTH/P.O. BOX 182262 COLUMBUS OH 43218-2262		CODE HQ0338		
TEL. 410-676-1449		FACILITY CODE 8Y021		18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a. UNLESS BLOCK BELOW IS CHECKED <input type="checkbox"/> SEE ADDENDUM				
<input type="checkbox"/> 17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER								
19. ITEM NO.		20. SCHEDULE OF SUPPLIES/ SERVICES		21. QUANTITY		22. UNIT		
		SEE SCHEDULE						
						23. UNIT PRICE		
						24. AMOUNT		
25. ACCOUNTING AND APPROPRIATION DATA See Schedule						26. TOTAL AWARD AMOUNT \$21,784,000.00		
<input type="checkbox"/> 27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1. 52.212-4. FAR 52.212-3. 52.212-5 ARE ATTACHED.						ADDENDA <input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED		
<input type="checkbox"/> 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED.						ADDENDA <input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED		
28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN <input checked="" type="checkbox"/> TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED HEREIN. REF: EAI negotiated proposal 26 Sep				29. AWARD OF CONTRACT: REFERENCE <input type="checkbox"/> OFFER DATED . YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS: SEE SCHEDULE				
30a. SIGNATURE OF OFFEROR/CONTRACTOR				31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER) 		31c. DATE SIGNED 30-Sep-2003		
30b. NAME AND TITLE OF SIGNER (TYPE OR PRINT)		30c. DATE SIGNED		31b. NAME OF CONTRACTING OFFICER (TYPE OR PRINT) DIANE L. STREET / CONTRACTING OFFICER TEL: 410-436-2428 EMAIL: Diane.Street@sbccom.apgea.army.mil				
32a. QUANTITY IN COLUMN 21 HAS BEEN <input type="checkbox"/> RECEIVED <input type="checkbox"/> INSPECTED <input type="checkbox"/> ACCEPTED, AND CONFORMS TO THE CONTRACT, EXCEPT AS NOTED		33. SHIP NUMBER <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL		34. VOUCHER NUMBER		35. AMOUNT VERIFIED CORRECT FOR		
32b. SIGNATURE OF AUTHORIZED GOVT. REPRESENTATIVE		32c. DATE		36. PAYMENT <input type="checkbox"/> COMPLETE <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL		37. CHECK NUMBER		
41a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT				38. S/R ACCOUNT NUMBER		39. S/R VOUCHER NUMBER		
41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER		41c. DATE		42a. RECEIVED BY (Print)		40. PAID BY		
				42b. RECEIVED AT (Location)				
				42c. DATE REC'D (YY/MM/DD)		42d. TOTAL CONTAINERS		

AUTHORIZED FOR LOCAL REPRODUCTION

STANDARD FORM 1449 (10-95)
Prescribed by GSA
FAR (48 CFR) 53.212

Section SF 1449 - CONTINUATION SHEET

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001	Installation Preparedness Support FFP The contractor, as an independent contractor, and not as an agent of the Government, shall furnish all labor, material and equipment necessary to provide emergency responder equipment and training for the twenty (20) Army Bases identified in the statement of work. PURCHASE REQUEST NUMBER: MIPR3MSBCC0290	1	Lump Sum	\$21,784,000.00	\$21,784,000.00
					<hr/>
NET AMT					\$21,784,000.00
ACRN AA Funded Amount					\$21,784,000.00

FOB: Destination

NOTES:

1. This is a firm fixed price contract in accordance with Federal Acquisition Regulation (FAR) 16.202.
2. The subcontracting plan, dated 29 September 2003, submitted pursuant to FAR 52.219-9, Alt II and DFARS 252.219-7003 has been accepted by the government and is incorporated herein and made a material part of this contract by reference.
3. The Offeror Representations and Certifications—Commercial Items (FAR 52.212-3) and Offeror Representations and Certifications-Commercial Items (DFARS 252.212-7000) will not be distributed with the contract. However, both the Offeror Representations and Certifications—Commercial Items (FAR 52.212-3) and Offeror Representations and Certifications-Commercial Items (DFARS 252.212-7000) are incorporated in and form a part of the resultant contract as though furnished in full text therewith.

ACCOUNTING AND APPROPRIATION DATA

AA: 2132020000035Y5Y0042300000000252G12RR19MIPR3MSBCC0290RR1912S44008
 AMOUNT: \$21,784,000.00

1. The Procuring Office point of contact for this action is:

Susan Hanle, Contract Specialist
 U.S. Army Robert Morris Acquisition Center
 ATTN: AMSSB-ACC-E
 5183 Blackhawk Road, Bldg. E4455
 Aberdeen Proving Ground, MD 21010-5424
 Voice: 410-436-4477
 Fax: 410-612-5317
 susan.hanle@sbccom.apgea.army.mil

2. SUBMISSION OF INVOICES:

The contractor shall submit an original invoice through the Contracting Officer's Technical Representative (Project Officer) to the Contracting Officer, with a copy sent to the Contract Specialist. The invoice shall be numbered and include the contract number, title/description of the services, quantity or period of performance covered, item/CLIN number, amount, and an authorized signature.

The following shall appear on each invoice:

Services and/or Report for (MONTH AND YEAR) are satisfactory and acceptable.

COMMANDER STEVE BERTOLACCINI
 Civil Engineer Corps
 United States Navy
 Technical Representative
 Joint Program Office – Guardian
 5109 Leesburg Pike, Suite 401B
 Falls Church, VA 22041
 Voice: 703-681-8409
 Email: steve.bertolaccini@jpeocbd.osd.mil

Date

Services and/or Report for (MONTH AND YEAR) are acceptable. Payment is authorized.

DIANE STREET
 CONTRACTING OFFICER
 U.S. Army Robert Morris Acquisition Center
 ATTN: AMSSB-ACC-E
 5183 Blackhawk Road, Bldg. E4455
 Aberdeen Proving Ground, MD 21010-5424
 Voice: 410-436-2428
 Email: diane.street@us.army.mil

DATE

Invoices for payment shall be submitted on a firm-fixed price basis, in accordance with the following contract payment schedule and may be submitted using the above email address.

PAYMENT SCHEDULE

Invoice Date	<i>Analysis/ Doctrine</i>	<i>Assessments</i>	<i>Training</i>	<i>Equipment</i>	<i>Exercises</i>	<i>Total</i>
10/15/2003	\$ 95,486	\$ 22,425			\$ -	\$ 117,911
11/15/2003	\$ 114,600	\$ 58,294			\$ -	\$ 172,894
12/15/2003	\$ 114,600	\$ 58,294	\$ 117,041	\$ 1,000,000	\$ -	\$ 1,289,935
1/15/2004	\$ 114,600	\$ 29,551	\$ 175,500	\$ 2,032,200	\$ -	\$ 2,351,851
2/15/2004	\$ 114,600	\$ 29,147	\$ 193,159	\$ 2,032,200	\$ -	\$ 2,369,106
3/15/2004	\$ 114,600	\$ 29,147	\$ 193,120	\$ 2,032,200	\$ -	\$ 2,369,067
4/15/2004	\$ 114,600	\$ 29,147	\$ 193,120	\$ 2,032,200	\$ -	\$ 2,369,067
5/15/2004	\$ 114,600		\$ 193,120	\$ 2,032,200		\$ 2,339,920
6/15/2004	\$ 114,600		\$ 193,120	\$ 2,032,200		\$ 2,339,920
7/15/2004	\$ 114,600	\$ -	\$ 193,120	\$ 2,032,200	\$ 28,709	\$ 2,368,629
8/15/2004	\$ 114,600	\$ -	\$ 193,120	\$ 1,031,843	\$ 28,709	\$ 1,368,272
9/15/2004	\$ 114,600	\$ -	\$ 193,120	\$ -	\$ 28,709	\$ 336,429
10/15/2004	\$ 114,600	\$ -	\$ 193,120	\$ -	\$ 28,709	\$ 336,429
11/15/2004	\$ 114,600	\$ -	\$ 193,120	\$ -	\$ 28,710	\$ 336,430
12/15/2004	\$ 114,600	\$ -		\$ -	\$ -	\$ 114,600
1/15/2005	\$ 114,340	\$ -		\$ -	\$ -	\$ 114,340
2/15/2005	\$ 95,486	\$ 13,474	\$ 117,041	\$ 855,644	\$ 7,555	\$ 1,089,200
	\$ 1,909,712	\$ 269,479	\$ 2,340,821	\$ 17,112,887	\$ 151,101	\$ 21,784,000

CLAUSES INCORPORATED BY FULL TEXT

PERFORMANCE WORK STATEMENT
FOR INSTALLATION PREPAREDNESS SUPPORT FOR ASSESSMENT,
TRAINING AND PROVISIONING OF ARMY BASES

1.0 Introduction. The Department of the Army has completed an analysis of requirements for Chemical, Biological, Radiological, Nuclear, and High-Yield Explosive (CBRNE) defense, protection, and incident management in accordance with DoDI 2000.18. This analysis was limited to installation support teams and the Weapons of Mass Destruction Civil Support Teams (WMD-CST), and must be expanded to include all CBRNE emergency response personnel and teams. Further, the Army must establish an initial operational capability at Army installations in response to an urgent requirement in Fiscal Year (FY) 2004.

1.1 Program Goals. To document, acquire, and sustain equipment and other doctrine, organization, training, materiel, leadership and education, personnel, and facility (DOTMLPF) solutions to support total package fielding for Army implementation of a CBRNE preparedness program for emergency responders in accordance with DoDI 2000.18.

1.2 Desired Results to be Achieved. To obtain the special knowledge and skills of noted experts to identify and document the technical services needed to document the requirements and procure the equipment and integrated logistics systems support to provide an Initial Operational Capability (IOC) for CBRNE emergency preparedness for Army installations.

1.3 Interoperability Issues. The DOTMLPF solutions that support CBRNE Emergency Responders are developed by several different Army and Joint Services agencies, and impact across systems, families of systems, and multiple proponents. Therefore, the contractor must be able to recommend solutions that synchronize enablers in light of second and third order effects of the family of systems and spiral development approaches to system development.

1.3.1 Automated System Approach to Training (ASAT). Training products must be prepared using the systems approach to training (SAT) process, and the ASAT tool ensures that the training developer follows the SAT process. All task summaries, lesson plans, and training support packages developed to support exercise director training must be delivered in the ASAT database format.

1.3.2 Army Modernization Training Automation System (AMTAS). New Equipment Training (NET) Plans (NETP) are documented in the AMTAS database and therefore all recommended changes to NET Plans must be based on what the Joint Program Manager has documented in AMTAS.

1.3.3 Automation. Except where otherwise noted, all reports, briefings, and spreadsheets will be delivered both in paper copy and electronically as Microsoft Office 2000 (Microsoft Word, Excel, PowerPoint, or Project files). All reports, briefings, spreadsheets and deliverables identified in the following paragraphs will be submitted to the Government's Technical Representative:

Commander Steve Bertolaccini
Civil Engineer Corps
United States Navy
Joint Program Office, Guardian
5109 Leesburg Pike, Suite 401B
Falls Church, VA 22041

Voice: 703-681-8409

Email: steve.bertolaccini@JPEOCBD.osd.mil

1.3.4 Virtual Collaboration and Army Knowledge Online. Reports will be posted to the Army Knowledge Online (AKO). The government will establish a shared data environment with the contractor from which the contractor and government can exchange, manage and use current program information in a collaborative environment so that both parties can execute their respective missions. All Government comments to reports will be posted to that site or informally provided to the contractor by communications such as email, by a designated Government Technical Representative.

1.3.5 Interoperability with other systems. All CBRNE Emergency Responder systems, to include the communications system, the analytical system, the protection systems, and the modeling systems, must be interoperable with the supported local and state civilian authorities. CBRNE Emergency Responder systems and sub-systems will be in compliance with the Global Information Grid (GIG) Capstone Requirements Document (CRD), Information Dissemination Management (IDM) CRD and the Joint Technical Architecture (JTA). During the system life cycle, current versions of those documents will be referred to when planning engineering changes and block upgrades to assure continued compliance. CBRNE Emergency Responders must maintain direct data and voice communications between conventional military elements and interagency elements with both classified and unclassified connectivity to ensure interoperability between all echelons and to support synchronization of the response effort through all levels of Government. CBRNE Emergency Responders must employ a reach back system to provide access to subject matter experts and military units involved in incident responses to facilitate timely, informed consequence management decisions by the civilian authorities. This reach back requirement includes interoperable software with the appropriate agencies. Safety in the hot zone is the basis for the requirement for interoperable Personal Protection Equipment (PPE) with the local responders. Interoperable algorithms of modeling architecture enable clear and concise exchange of information between all levels of response.

1.3.6 Dependencies. CBRNE Emergency Responders are dependent on reach back to subject matter experts, and this will be accomplished by secure and non-secure telephone and SIPRNET/NIPRNET access. Required capabilities for this connectivity are described in Section 4, Capabilities Required. The analytical equipment will be dependent on such things as a critical reagent program within the scientific community for better control and analysis of CBRNE agents. The CBRNE Emergency Responders system has the usual logistics support dependencies for re-supply and maintenance above the organizational level, most of which is presently provided by the DoD Consequence Management Support Center or local procurement, depending on Mission, Enemy, Terrain, Troops – Time Available and Civilian Considerations (METT-TC) considerations and specific logistic need, and is dependent on the supported Incident Commander for physical security.

1.4 The Government will provide at least two weeks notice of meetings that will provide information impacting the system training development effort. Less than 24 hours notice for some meetings may result from changes in Government schedule, in acquisition objectives, or from other factors beyond the control of the technical point of contact for this effort.

2.0 Scope. The purpose of the work is to obtain the expert skills and knowledge necessary to provide initial analysis of DOTMLPF solutions, determine shortfalls at selected Army installations, and support the procurement and fielding of CBRNE Emergency Responder equipment. The work is divided into three increments, outlined in paragraphs 2.1 through 2.3, below. The Government anticipates that these increments will necessarily overlap in planning and execution. The Government will provide oversight to Integrated Logistics Support (ILS) planning and execution. These services are integral to the logistics support of the program in accordance with appendix B of Army Regulation 700-127, Integrated Logistics Support, dated 10 November 1999.

2.1 Increment I, Requirements Determination and ILS Planning. The Government has focused Increment I ILS tasks on assisting in determining CBRNE emergency responder DOTMLPF requirements for installations supported by the program and initiating planning for the execution of the follow-on phase. Tasks associated with Increment I, which must be completed before 12 March 2004, are:

2.1.1 Analyze missions, tasks, and capabilities required and use the requirement to develop a definition of the IOC for CBRNE emergency response at Army installations.

2.1.2 Prepare a checklist to determine standard installation Emergency Responder equipment requirements.

2.1.3 Develop an overarching fielding plan addressing requisitioning, delivery, information management, training, training support and maintenance planning

2.1.4 Identify warehouse and storage requirements, such as databases, warehousing, packaging, handling, and transportation.

2.1.5 Identify all equipment required to perform the support functions in the categories of handling and maintaining equipment, tools, metrology, calibration equipment, test equipment, automated test equipment, support equipment for on- and off-equipment maintenance, and special inspection equipment.

2.1.6 Document all management actions, procedures, and techniques used to determine requirements to acquire, catalog, receive, store, transfer, issue, dispose of secondary items, provide for initial support, and conduct inventory processes.

2.1.7 Establish requirements and tasks to be accomplished for achieving, restoring, and maintaining operational capability for one year. Address warranty considerations. Identify future sustainment requirements and options for the program that will be made available to the installation.

2.2 Increment II, Installation Requirement Analysis. Increment II tasking will involve visiting the twenty (20) installations identified at paragraph 4.7 to determine emergency responder DOTMLPF capabilities and document shortfalls. The Contractor shall identify a tool for assessment of DOTMLPF status. The contractor shall coordinate the schedule for conducting DOTMLPF analysis with the Government's Technical Representative. Tasks associated with Increment II, which must be completed before 26 May 2004, are:

2.2.1 Conduct emergency responder DOTMLPF analysis for the twenty (20) installations identified at paragraph 4.7, including existing infrastructure (e.g., meteorological systems, environmental monitors, garrison leadership training). The objectives of the analysis will be to determine the installation vulnerability to CBRNE events and incidents, and then assess the installation's preparedness to respond in accordance with DoDI 2000.18.

2.2.2 Develop an equipment list for each installation to bring each installation to the standard installation Emergency Responder equipment requirements.

2.2.3 Assist each installation in identifying specific warehousing and storage requirements.

2.3 Increment III, Equipment Procurement and Fielding. During Increment III, the list of equipment developed in paragraph 2.2.2, above, must be coordinated and approved by the Government's Technical Representative prior to procurement. The contractor shall coordinate the New Equipment Training (NET) and New Organization Training (NOT) schedule with the Government's Technical Representative. Tasks supporting this phase are listed below:

2.3.1 Upon approval of the equipment list developed in paragraph 2.2.2, above, the Contractor shall purchase the CBRNE Emergency Responder equipment and deliver the equipment to the designated installation. The equipment and sustainment packages will be derived in Increments I and II and executed in accordance with the approved fielding plan. Contractor shall procure \$700,000 worth of equipment for each Army Installation listed in paragraph 4.7, including spare parts identified in paragraph 4.8.4. If less than \$700,000 is recommended in the assessment for any installation, the value of the remaining equipment will be reallocated so that the value of all equipment acquired will not be less than a total of \$14,000,000. The contractor shall submit a list of equipment purchased and received at the contractor's facility as an attachment to the weekly update reports.

2.3.2 Provide weekly update reports to the Government's Technical Representative.

2.3.3 Develop a NET curriculum and schedule for each location.

2.3.4 Provide logistics support for the NOT Team.

2.3.5 Implement an asset management program.

2.3.6 Conduct NET on a schedule approved by the Government's Technical Representative.

2.3.7 Procure and provide four (4) each Training Support Equipment Sets. Training Support Equipment Sets will be turned over to the government and become government property upon completion of the contract. Any and all software purchased as part of the Training Support Equipment sets (included on laptops) shall have a license which is transferrable to the Government.

3.0 Requirements/Performance Standards

Requirement (Outcome)	Performance Objective	Performance Standard and Acceptable Quality Level
Requirements Analysis Determination	Identify and document system and sustainment package requirements.	<p>Functional Needs Analysis (FNA), Functional Solutions Analysis (FSA), Analysis of Alternatives (AoA), Initial Capabilities Document (ICD), and System Training Plan (STRAP) meet requirements specified in the transformation campaign plan and applicable regulatory guidance.</p> <p>1) Increment I CBRNE equipment is documented to support the G-3 directed buy guidance.</p> <p>2) FNA, FSA, AoA, and ICD are prepared in accordance with AR 71-9 and applicable TRADOC, Army, and Joint Requirements Office (JRO) guidance.</p> <p>3) Live-virtual-constructive-training enablers are documented in sufficient detail to ensure the materiel developer must build to specifications and the STRAP is prepared in accordance with TRADOC Regulation 350-70.</p>
System Development	Provide Subject Matter Expert (SME) support for system development.	<p>Provide SME support for integrated concept team and System Support Package Development.</p> <p>1) Participate in meetings, planning conferences, instructor and key personnel training, and verification and validation events.</p> <p>2) Reports are timely, accurate, and provide recommendations to correct deficiencies identified in system training products.</p> <p>3) 100% of training products meet the standard for</p>

Requirement (Outcome)	Performance Objective	Performance Standard and Acceptable Quality Level
		use in TRADOC schools. 4) 100% of required items are updated in Program Smart Book monthly .
System Test Support	Provide SME support for system testing.	Review and provide independent evaluation of Commercial Off-The-Shelf (COTS) products. 1) Participate in test planning and execution. 2) Reports are timely and accurate, and provide recommendations to correct deficiencies identified in system training products .
System Fielding Support	Provide SME support to the initial training services for system fielding.	Develop NET support packages and review and comment on NOT packages. Provide logistics support for doctrine and tactics training in conjunction with NET.

4.0 Contract Deliverables:

4.1 Functional Needs Analysis (FNA). Not later than (NLT) 30 days after award, the Contractor shall deliver a draft functional needs analysis, which outlines the tasks necessary to meet the needs for Army implementation of CBRNE installation defense, protection, and response in accordance with DoDI 2000.18. The FNA will use a DOTMLPF analysis as a tool to assess ways to identify needs and fix deficiencies. Additional analysis will be required to identify those emergency responder and first responder tasks which may not have been addressed in the 30 May 2003 CBRNE Response Support to Incident Management Functional Needs Analysis.

4.1.1 The Contractor must therefore extend the analysis of the 11 July 2003 CBRNE Incident Management Functional Solutions Analysis, the 13 December 2002 Army Proposed CBRNE Force Protection Concept, and the 1 November 2002 Joint Services Installation Pilot Project Installations Assessments Report to include emergency responders, first responders, and force protection as defined in E2.1.11 through E2.1.13 of the DoDI 2000.18.

4.1.2 The FNA will provide analysis of each identified need using a DOTMLPF crosswalk to determine if there is a materiel or non-materiel fix of the need. The FNA will build upon the baseline information on the mission, threat, tasks, and deficiencies identified in the aforementioned Mission Area Assessment (MAA) and FNA and produce baseline information on capabilities and technology for use in the requirements definition process. Non-materiel solutions include changes to DOTMLPF. Material solutions will be recommended only if other DOTMLPF solutions are not adequate to accomplish the tasks defined in the MAA and the 30 May 2003 FNA. The FNA effort will produce a set of baselines to be used in the subsequent AoAs.

4.1.3 The FNA format must comply with Combined Joint Chiefs of Staff Manual (CJCSM) 3170.01 and AR 71-9.

4.1.4 The FNA will list the known operational deficiencies and capabilities, and refer to and build upon those listed in the MAA and the 30 May 2003 FNA.

4.1.5 The FNA will list the required operational capabilities, and refer to and build upon those listed in the MAA and the 30 May 2003 FNA.

- 4.1.6 The FNA will list the deficiencies in meeting the required operational capabilities.
 - 4.1.7 The FNA will identify system attributes, parameters, capabilities, and characteristics, and refer to and build upon those listed in the MAA and the 30 May 2003 FNA.
 - 4.1.8 The FNA will identify potential non-materiel alternatives to satisfy the deficiencies in operational capabilities.
 - 4.1.9 The FNA will define the threat and provide threat analysis (enhanced from the MAA and the 30 May 2003 FNA).
 - 4.1.10 The FNA will consider doctrine, strategy, operational factors, and related lessons learned.
 - 4.1.11 The FNA will associate the threat analysis with the mission analysis, and derive the functional needs.
- 4.2 Functional Solutions Analysis (FSA). NLT 90 days after award, the Contractor shall deliver a draft FSA of required operational capabilities, including non-materiel alternatives and potential materiel solutions. The FSA will:
- 4.2.1 Extend the analysis of the 11 July 2003 CBRNE Incident Management Functional Solutions Analysis, the 13 December 2002 Army Proposed CBRNE Force Protection Concept, and the 1 November 2002 Joint Services Installation Pilot Project Installations Assessments Report to include emergency responders, first responders, and force protection as defined in E2.1.11 through E2.1.13 of the DoDI 2000.18.
 - 4.2.2 Comply with CJCSM 3170.01 and AR 71-9.
 - 4.2.3 Evaluate all non-materiel solutions such as doctrine, organization, training, leadership, personnel, and facilities and determine if changes in these areas can solve the gaps in capability identified in the FNA.
 - 4.2.4 Identify those gaps in capability which cannot be solved by changes in doctrine, organization, training, leadership, personnel, or facilities and require a materiel solution. Two solution sets will be provided, the first outlining capabilities that can be fielded within the Plan of Milestones (POM) period (2009 or earlier), and a second, objective capabilities, to be fielded beyond the POM period.
 - 4.2.5 Estimate the resources required to implement the system of systems approach to installation CBRNE emergency response. The analysis must consider sense, shape, shield, and recovery, such as CBRNE detection within the medical treatment facilities, personal protective equipment for emergency responders and within hospitals, patient decontamination, a plan for handling contaminated remains, Class VIII stockpiles, and specialized training to include medical training.
 - 4.2.6 Review approved and in-progress requirements documents, and compare the needs identified in the FNA with the needs documented in these requirements documents. Where gaps are found, identify the gap as requiring a materiel solution.
 - 4.2.7 Provide a capability assessment to summarize current and future potential solutions already in progress, and remaining capability gaps, if any exist. The FSA will list all existing technological alternatives for mission and task accomplishment.
 - 4.2.8 NLT 90 days after award, provide a draft Army Concept of Operations (CONOPS), which describes the way in which installation emergency responders, first responders, and CBRNE teams and defense equipment would be organized, employed, and arrayed in the various installation force protection levels. To ensure this draft leverages existing policy, the contractor shall:

4.2.8.1 Address both doctrine and tactics in explaining how each component of the emergency responder system would be used to accomplish mission objectives.

4.2.8.2 Provide review and recommended changes to the 13 December 2002 Army Proposed Installation CBRNE Force Protection Concept in light of the July 2003 Joint Operational Concept for Homeland Security.

4.2.8.3 Recommend appropriate changes to Field Manual 3-11.22, Weapons of Mass Destruction Civil Support Teams Tactics, Techniques and Procedures and FM 19-10, Domestic Disturbances.

4.2.8.4 Identify other DoD and Army policy and doctrine publications that may require revision as a result of the draft CONOPS.

4.2.9 Identify any available North Atlantic Treaty Organization collateral technology.

4.2.10 Incorporate appropriate information from advanced technology demonstrations and other experimentation.

4.2.11 Identify existing developmental programs and include them with a master list of candidate technologies for potential alternatives. These technologies will be listed with their assessed readiness technology level.

4.2.12 Include a concept assessment of potential technological solutions sets. The FSA will include an estimate of funding and program characteristics for each solution set. A more detailed cost analysis and resource assessment will be performed in the Analysis of Alternatives.

4.2.13 Include an assessment of the training enablers required to train CBRNE emergency responders, to include:

4.2.13.1 A description of the operational concept for CBRNE support to the installation commander, to include emergency responders and first responders.

4.2.13.2 A description of the communications networks required to complete the training mission.

4.2.13.3 A description of the reports or communications necessary for control, status, or archive required to complete the training mission.

4.2.13.4 A description of the frequency of training that must occur to maintain the knowledge, skill, or ability (KSA) that an individual requires for sustainment.

4.2.13.5 A description of what KSAs must be demonstrated to certify the teams or individuals as qualified.

4.2.13.6 A description of the Training Aids, Devices, Simulations, Simulants, and Simulators (TADSSS) required to support the training of the teams or individuals.

4.3 Analysis of Alternatives (AoA). NLT 150 days after award, the Contractor shall deliver a draft AoA that builds upon the baseline information provided in the MAA, FNA, and FSA. The AoA will:

4.3.1 Comply with CJCSM 3170.01 and AR 71-9.

4.3.2 Provide a requirements analysis to provide Key Performance Parameters (KPPs) and the analytic rationale to support measurable, testable threshold and objective requirements in a future requirements document.

4.3.3 Provide a system concept study to develop rough performance estimates, and Research, Development, Test, and Experimentation (RDTE) cost estimates to permit first-cut, rough trade-off among system performance, operational capability, and costs.

4.3.4 Examine the feasibility of different technology solutions; refine technology concepts; provide performance data (through modeling and simulation) to each given technology; and identify possible performance trade-offs, performance thresholds, cost drivers, and schedule constraints.

4.3.5 Identify the range of materiel possibilities from which to select system characteristics that best solve the operational requirement within given cost and schedule constraints. It will establish bands of performance, such as range and sensitivity that the materiel developer can achieve in the time available and information on the interrelationships between those factors. Included in this will be the establishment of the Increment I CBRNE Installation Emergency Preparedness mission set.

4.3.6 Address the feasibility of selected technology concepts to meet policy driven KPPs such as interoperability considerations.

4.3.7 Determine operational effectiveness and cost for all alternatives. The operational effectiveness analysis will address the relative contribution that each alternative makes to force effectiveness and survivability. The cost portion of the analysis will address cost estimates that quantify the resource impacts expected if the alternatives materiel systems and forces gamed in the effectiveness analysis are acquired, operated, and maintained for a comparison period. This comparison period will be 20 years.

4.4 Initial Capabilities Document (ICD). NLT 270 days after award, the Contractor shall deliver a draft ICD for identified materiel deficiencies that are not currently addressed in existing requirements documents. The ICD must:

4.4.1 Identify DOTMLPF requirements for CBRNE emergency preparedness.

4.4.2 Assess current capability baseline (environmental regulations, NFPA 472/473, HAZWOPR, 49 CFR, NIOSH Guide) to document an acceptable initial operational capability.

4.4.3 Identify a path forward to achieve a Full Operational Capability (FOC), recommending FOC requirements.

4.4.4 Recommend Science and Technology Objectives. The Contractor shall recommend any required changes to the joint future operational capabilities.

4.4.5 Identify requirements documents that will support the acquisition strategy.

4.5 NLT 135 days after award, the Contractor shall deliver draft Army policy document(s) for CBRNE emergency preparedness, leveraging existing DODI 2000.18 and sister service, host nation, industry standards, STANAGS and quadripartite agreements, policies, and procedures. The Contractor shall recommend the appropriate legal standing required to implement the program, such as Army regulation, Army Pamphlet, or other documents.

4.6 Site Assessments. NLT 150 days after award, the Contractor shall provide a draft site assessment tool. The tool must assess:

4.6.1 Mapping products for the emergency operations center.

4.6.2 Current response plans to include Memoranda Of Agreement (MOAs), Memoranda Of Understanding (MOUs), status of forces agreements, and Line Of Communications (LOC) agreements.

4.6.3 Response capabilities of the installation and the community at large to identify, respond to, and recover from a CBRNE incident or event.

4.6.4 Potential LOC agreements and opportunities to obtain response and restoration services through local community (e.g., contracting for services.)

4.6.5 Modeling and simulation to determine mission essential vulnerable areas (e.g., air and water.)

4.6.6 Broad study of biological background information.

4.6.7 Interoperability of communications.

4.6.8 The Government shall have 15 days for review and comment on the draft site assessment tool. NLT 5 days after Government review, the Contractor shall prepare a spreadsheet that provides a table of accommodation of comments in accordance with Appendix A. The government shall have 5 days to review and approve changes based on the table of accommodation of comments.

4.6.9 NLT 15 days after receiving the Government's approved table of accommodation of comments, the Contractor shall prepare a final draft of the document.

4.7 NLT 225 days after award, the Contractor shall complete the readiness assessments of the twenty (20) installations listed below using the site assessment tool and deliver a draft report on each site's readiness assessment, to include emergency response capability infrastructure in each installation's local community. The Contractor shall provide an installation CBRNE readiness assessment for the following installations: (Installations are identified in order of priority).

Installation
Fort Hood, TX
Fort Bragg, NC
Fort Campbell, KY
Fort Gordon, GA
Fort Lewis, WA
Fort Eustis, VA
Fort Benning, GA
Fort Dix, NJ
Fort Shafter, HI
Schofield Barracks, HI
Rock Island Arsenal, IL
Aberdeen Proving Ground, MD (Including the Edgewood Area)
Anniston Army Depot, AL
Fort Belvoir, VA
Fort Sill, OK
Fort Stewart, GA
Marine Ocean Terminal Sunny Point (MOTSU), NC
Raven Rock Mountain Complex, PA
Red River Army Depot, TX
Redstone Arsenal, AL

4.8 Based upon the results of the draft FSA and site readiness assessments, NLT 455 days after award the Contractor shall deliver the approved DOTMLPF capability to achieve IOC in the installations designated in 4.7. The Contractor shall provide:

4.8.1 The total set of CBRNE Emergency Responder equipment and materiel capabilities required for each installation to achieve IOC as specified in paragraph 2.3.1.

4.8.2 Integrated logistics support as prescribed in AR 700-127 for CBRNE Emergency Responder equipment and materiel capabilities required for each installation to achieve IOC.

4.8.3 Subject Matter Expert support to draft a site-specific CBRNE emergency preparedness plan for each installation surveyed. The plan must be synchronized with the state response plan and the DoD and Army implementation of the National Response Plan (Unity of Effort.)

4.8.4 Appropriate licenses, warranties (commercial/manufacturer), and purchase of first year replacements through spares.

4.8.5 Using doctrinal publications, training needs assessments, and approved training strategies, the Contractor shall review, adapt, revise and develop instructional course materials to design and develop a program of instruction which provides the skills, knowledge, and abilities to perform tasks and responsibilities associated with Emergency Responders. Appropriate take away training materials must support the resulting program of instruction to support and sustain proficiency. All individual and collective training products shall be entered into the Automated Systems Approach to Training (ASAT) database.

4.8.5.1 The Contractor shall perform collective task analysis for each mission identified to support the CBRNE Installation Emergency Responder mission set.

4.8.5.2 The Contractor shall perform job analysis for each collective task identified to support the CBRNE Installation Emergency Responder mission set. NLT 150 days after award the Contractor shall recommend proponent-specific collective training products based on the results of analysis.

4.8.5.3 NLT 220 days after award, the Contractor shall develop all draft collective training products (e.g., Warfighter training support packages, exercise planners guides, and drills) for new organization training and installation sustainment training.

4.8.5.4 The contractor shall perform individual task analysis for each job identified to support the CBRNE Installation Emergency Responder mission set. Critical individual tasks are those required to be performed in order to accomplish the mission. Any new task identified for development will be assigned a task number for management purposes. Individual task specifications will be identified to include task title, conditions, standards, performance steps, and measures. Individual task analysis worksheets will be completed for each new task identified as outlined in TR 350-70. NLT 150 days after award the contractor shall deliver a draft critical task list, draft individual task inventory, and draft target audience description, and then recommend individual training products based on the results of analysis.

4.8.5.5 NLT 220 days after award, the contractor shall develop draft lesson materials and supporting training enablers such as job aids for each task identified to support the CBRNE Installation Emergency Responder mission set. The Contractor shall review, revise, or develop the terminal and enabling learning objectives in instructional materials to ensure students are required to demonstrate competency in the material being trained. The Contractor shall provide a sequential listing of all Terminal/supporting Enabling Learning Objectives (TLO/ELOs) for Government review and approval prior to development of Lesson Plans/Training Support Packages (LP/TSPs).

4.8.5.6 NLT 220 days after award, the contractor shall develop draft training support packages for New Equipment Training, New Organization Training, and installation sustainment training. The Contractor shall review, revise, or develop instructional materials to ensure the manner and media presented are the most appropriate to support the formal training and instruction and are required to support the sustainment of job proficiency in the field.

4.8.5.7 NLT 220 days after award, the Contractor shall review, revise, or develop the training structure/outline to describe mandatory/recommended training sequence and dependent relationships among tasks, skills, and knowledge and learning objectives. Learning steps/activities will be developed and result in the identification of methods of instruction, media, time requirements, instructor-to-student ratio, risk assessments, security requirements and training resource requirements. Training Aids, Devices, Simulations and Simulators, TADSS, will be identified or developed and integrated into the course design. The contractor shall also prepare draft TRAS documentation to include Course Administrative Data (CAD), POI, Course Management Plan (CMP) and Student Evaluation Plan (SEP).

4.8.5.8 NLT 250 days after award, the Contractor shall develop test instruments that evaluate the student's ability to meet the standards established in the learning objective. Three versions of each test will be developed. All tests developed will be evaluated for validity and reliability. Test items will be multiple choice and consist of question stem, 1 correct answer, and 3 distracters. Test items will be approved by the Government prior to the development of TAPs.

4.8.5.9 NLT 250 days after award, the Contractor shall recommend a certification process for CBRNE Installation Emergency Preparedness and develop draft Situational Training Exercises (STXs) to implement the certification. Each STX shall be based upon the individual and collective tasks that must be performed to support the Concept of Operations. The evaluation package shall include exercise director's guide and training and evaluation outlines (T&EOs) for the tasks.

4.8.5.10 NLT 365 days after award, and a minimum of 90 days after fielding to the first five installations, the Contractor shall plan and execute a CBRNE Installation Emergency Preparedness Certification Exercise for the first five installations. Exercise support shall include:

4.8.5.10.1 A dedicated opposing force. The government will provide the opposing force, but the contractor shall provide a training package and conduct training to prepare the opposing force for their roles.

4.8.5.10.2 Role players. The government will provide the role players, but the contractor shall provide a training package and conduct training to prepare the role players for their roles.

4.8.5.10.3 Observer/controllers. The contractor shall provide subject matter experts to serve as observer/controllers.

4.8.5.10.4 After-action review reports similar to the Battle Command Training Program (BCTP). The Government will provide some lessons learned and limited evaluation materials used by BCTP Team E during the immediate aftermath of 9-11.

4.8.5.10.5 A final outbrief and evaluation report.

4.8.6 Special tools, Test Measurement and Diagnostic Equipment (TMDE), and ASIOE for the CBRNE Emergency Responder mission set.

4.8.7 NLT 150 days after award, the Contractor shall provide subject matter expert support to plan an operational test of the CBRNE Installation Emergency Preparedness mission set.

4.8.8 NLT 220 days after award, the Contractor shall provide subject matter expert support to execute an operational test. This test support shall include:

4.8.8.1 Test logistics support

4.8.8.2 Data collector support

4.8.9 NLT 225 days after award, the Contractor shall prepare a draft life cycle plan to include:

4.8.9.1 Maintenance and storage facilities. Identify maintenance capabilities and storage facilities for the first 15 installations.

4.8.9.2 A life cycle replacement plan.

4.8.9.3 Special tools and on-site replacement of consumables.

4.8.9.4 A report that identifies the costs and plan for warranties, licenses, and replacement for spares through FY11.

4.8.9.5 Preparation of a draft supportability strategy, to include a medical supportability strategy.

4.8.9.6 Recommendations on policy changes to allow establishment of a basis of issue plan for TDA assets.

4.8.10 NLT 455 days after award, the Contractor shall plan and execute total package fielding, to include issuing equipment and providing NET. This will include:

4.8.10.1 Providing logistics support during NET evolutions.

4.8.10.2 Recording and maintaining student attendance.

4.8.10.3 Conducting and maintaining student training critiques.

4.8.10.4 Submitting training reports upon the completion of each NET event. Each report will include an overview of training conducted, roster of attendees, student critique sheets, and comments and recommendations.

4.9 NLT 270 days after award, the Contractor shall provide a report that assesses the CBRNE functionality in Army Management Staff College (AMSC) courses and recommend changes and additional training enablers.

4.10 NLT 270 days after award, the Contractor shall provide a report that recommends an Army remediation process based on the DoD remediation plan.

4.11 Weekly In-Process Review (IPR). NLT 7 days after award and every calendar week thereafter, the Contractor shall participate in a weekly IPR in accordance with Appendix B. Prior to the IPR, the Contractor shall provide an informal summary (e.g., by email) that details the previous week's progress on each deliverable. The Contractor shall then deliver an oral report on progress in a face-to-face meeting at the Government facility. Meeting for Increment I work will take place at the Fort Leonard Wood facility and the meetings associated with Increments II and III will take place at the Joint Program Office, Guardian, Falls Church, VA. The informal report may be substituted if the Technical POC is not available during a given week, but the Government must notify the Contractor in advance before a written report is substituted.

4.12 Monthly Status Report. A written monthly status report shall be submitted to the Government NLT the 15th of each month. Written monthly status reports will include a summation of work performed and pending, Contractor personnel status, work schedule for the next month, problems encountered, and recommendations to mitigate problems. The contractor shall also include copies of all trip reports generated during the month as an attachment to this report. Refer to paragraphs 4.16 and 4.18 and Appendix C. The Government estimates that no more than one hour of program management effort will be required for each of these reports.

4.13 Final Report. A final report that consists of all work performed under this effort, including the results of analyses, summary of deliverables, and, as appropriate, conclusions and recommendations. In accordance with

paragraph 4.8.10 all technical work associated with this contract shall be completed not later than 455 calendar days after date of contract or 31 December 2004. The final report shall be delivered not later than 30 days after completion of all technical work or not later than 31 January 2005.

4.14 Mission Support. The Contractor shall participate in the regularly scheduled meetings of the integrated concept teams for physical security, incident management, and installation force protection. The Contractor shall participate in the regularly scheduled meetings of the Increment I CBRNE Emergency Responder mission set System Integrated Product Team (SIPT), Training IPT (TIPT), and the system Integrated Logistics Support (ILS) IPT. The Government anticipates one meeting at the combat developer's location Fort Leonard Wood, MO) every calendar month, and one meeting at the training developer's location (Fort Leonard Wood, MO) every calendar month. NLT 5 days after the IPT meeting, the Contractor shall provide a trip report in accordance with Appendix C.

4.15 Except as otherwise specified above, the Government shall have 30 days to review and comment on all initial draft documents specified in paragraphs 4.0. The Contractor shall set up an electronic mail list such that when new documents are posted to the AKO collaborative site, members of the designated SIPT, TIPT, and other designated working groups receive email notification to view the document(s).

4.16 Except as otherwise specified above, NLT 15 days after collecting all Government comments for each document specified in paragraph 4.0, the Contractor shall prepare a spreadsheet that provides a table of accommodation of comments to that specific document in accordance with Appendix A.

4.17 Except as otherwise specified above, NLT 45 days after receiving the Government's approved table of accommodation of comments for a document specified in paragraph 4.0, the Contractor shall prepare a final draft of the document.

4.18 Mission Support. The contractor shall attend the regularly scheduled meetings of the system integrated product team (SIPT), training IPT (TIPT), and the system integrated logistics support (ILS) IPT. The government anticipates one meeting at the product manager's location (Joint Program Office, Guardian, Falls Church, VA) every calendar quarter for each system, and one meeting at the training developer's location (Fort Leonard Wood, MO) every calendar quarter. NLT 5 days after the IPT meeting, the contractor shall provide a trip report in accordance with Appendix C.

4.19 NLT 180 days after award, prepare the Program Smart Book (PSB) for the Civil Support Mission Set, Homeland Security Mission Set, and Emergency Responder mission set. The format is specified in Appendix E. Update the PSB once per calendar quarter.

4.20 Provide instructor and key personnel training (IKPT) for the Emergency Responder equipment programs. Training to be conducted at Aberdeen Proving Ground, MD and will run concurrently with the LOG DEMO specified in paragraph 4.21, below. The government anticipates a student load equivalent to one class (80 hours) in the curriculum the contractor designed in Increment I. Refer to paragraph 4.8.5.6. NLT 15 days after IKPT, prepare a report that recommends changes to the system training support package identified during IKPT.

4.21 The contractor shall participate in the logistics demonstrations (LOG DEMO) for the Emergency Responder equipment programs. LOG DEMO will be conducted at Aberdeen Proving Ground, MD and will be executed over a period of time not to exceed 4 weeks. NLT 15 days after the LOG DEMO, prepare a report that recommends changes to the system training support package identified during the LOG DEMO.

4.22 The contractor shall participate in the Technical Manual (TM) verification/validation (Ver/Val) for the Emergency Responder equipment programs. NLT 5 days after the TM Ver/Val, prepare a report that recommends changes to the technical manuals for these systems.

4.23 NLT 15 days after award, the contractor shall prepare a post-fielding assessment plan for the Emergency Responder equipment programs.

4.24 NLT 30 days after receipt of the new equipment training plan (NETP) for the Emergency Responder equipment programs, analyze the sufficiency of the NETP and prepare a report that recommends changes to the NETP. Government shall have 15 days to review and comment on the report. NLT 5 days after receipt of government comments, prepare a draft DA Form 2028 for government review and signature. Use the corrected version of the NETP as an enclosure to the DA Form 2028.

4.25 NLT 60 days after receipt of the new equipment training support package (NET TSP) for the SPIDER, analyze the sufficiency of the NET TSP and prepare a report that recommends changes to the NET TSP. Government shall have 30 days to review and comment on the report. NLT 15 days after receipt of government comments, prepare a draft DA Form 2028 for government review and signature. Use the corrected version of the NETP as an enclosure to the DA Form 2028.

4.26 NLT 60 days after award, and twice each calendar quarter thereafter, plan, coordinate and facilitate a Training Integrated Product Team (TIPT) meeting for Emergency Responder equipment programs systems at Fort Leonard Wood, Missouri. The government anticipates that each will be a one-day event with approximately 50 personnel attending. In advance of the conference, the contractor shall prepare a draft agenda, solicit participant briefing materials and prepare participant packages that include copies of presentation materials and information papers. After the conference, the contractor shall provide a report of the minutes of each meeting and post these minutes to the Army Knowledge Online Collaborative Site for government review and comment. For the report of meeting minutes, additions, corrections, and deletions will be provided at the next meeting of the TIPT, and the contractor shall not be required to build a table of accommodation of comments.

5.0 Government-Furnished Information. The following documents are currently located at Fort Leonard Wood, MO and will be available to the contractor upon commencement of Increment I work:

- 5.1 1995 Presidential Decision Directive 39, US Policy on Counter-Terrorism
- 5.2 1995 Presidential Decision Directive 62, Combating Terrorism
- 5.3 1995 Presidential Decision Directive 63, Protecting Critical Infrastructure
- 5.4 1996 Defense Against Weapons of Mass Destruction Act
- 5.5 January 1998 DoD Tiger Team Report
- 5.6 Defense Reform Initiative Directive 25
- 5.7 1998 Deputy Secretary of Defense Memorandum
- 5.8 1999 Defense Authorization Act
- 5.9 2000 Deputy Secretary of Defense Memorandum
- 5.10 2001 Deputy Secretary of Defense Memorandum
- 5.11 2001 Anti-Terrorism/Force Protection (AT/FP) Organizational and Operational (O & O) Plan
- 5.12 2002 Department of Defense Instruction 2000.18
- 5.13 2002-2003 Minutes of the Weapons of Mass Destruction-Civil Support Team (WMD-CST) Tier II Integrated Concept Team (ICT)
- 5.14 2003 Joint Operational Concept for Homeland Defense (Draft)

- 5.15 Program Budget Decision 289 (PBD 289)
- 5.16 Program Decision Memorandum I (PDM I)
- 5.17 May 2003 Functional Needs Analysis (FNA) for CBRNE Incident Management
- 5.18 14 May 2003 Department of Homeland Security National Response Plan
- 5.19 11 July 2003 Functional Solution Analysis (FSA) for CBRNE Incident Management
- 5.20 Field Manual 3-11.22, Weapons of Mass Destruction Civil Support Teams Tactics, Techniques and Procedures
- 5.21 U.S. Army Chemical School and MANSCEN first responder training materials (to include WMD CST training materials)
- 5.22 U.S. Army Medical Department first responder training materials
- 5.23 SBCCOM WMD Installation Preparedness training materials
 - 5.24 U.S. Army training design and training analysis for response team organization

Appendix A - Table of Accommodation of Comments

A.1 A table of accommodation for comments to a document is required to ensure the Government approves all changes to documents prior to revision.

A.2 The table of accommodation will include:

A.2.1 (Column A) The paragraph relating to the comment and proposed change to the original document

A.2.2 (Column B) The line number relating to the comment and proposed change to the original document

A.2.3 (Column C) Any other identifying information relating to the comment and proposed change to the original document such as table number or figure number

A.2.4 (Column D) The comment and proposed change to the original document

A.2.5 (Column E) Any rationale provided with the comment

A.2.6 (Column F) The Contractor's recommendation to accept or reject the comment

A.2.7 (Column G) The Contractor's discussion of the recommendation to accept or reject the comment, as applicable

A.2.8 (Column H) The Government technical point of contact's decision on the proposed change or comment

Appendix B - In-Process Reviews

B.1 Purpose. To specify requirements for an In-Process Review (IPR).

B.2 Execution. The IPR is an important tool to educate Government personnel on what has been accomplished and what critical issues affect ongoing and planned work efforts. It allows the Government technical representative(s) the opportunity to chart progress on programs and provide information and data needed to meet contractual requirements.

B.3 Coordinating Instructions.

B.3.1 IPRs can at the discretion of the Technical Point Of Contact, be a written report, if the technical POC will not be available in a given week.

B.3.2 IPRs shall address who, what, when, where, and why events are important.

B.3.3 IPRs shall report:

B.3.3.1 Key findings from travel

B.3.3.2 Key findings from meetings or conferences

B.3.3.3 Actions that affect the Contractor's ability to support contract requirements

B.3.3.4 Actions that may impact the program(s) the Contractor is supporting or that affect the Government's ability to support full materiel release such as completed STRAP staffing or prepared draft TTP for testing

Appendix C - Trip Reports

C.1. Trip reports are essential to ensure Government can track what transpired on a particular system event. The trip report shall be prepared using a format that provides the following minimum information:

C.2. The report shall include an executive summary, consisting of:

C.2.1 Purpose of the trip.

C.2.2 Recommendations. Identify work required to correct deficiencies in the planning or documenting the system training support package and recommend an action office.

C.2.3 Discussion. The discussion shall provide findings of fact and include a detailed chronology of events. The report shall use simple language in the active voice. For example:

1. On 17 April 2003, the Maneuver Support Center (MANSCEN) and National Guard Bureau co-hosted a meeting of the DTL Subgroup of the Civil Support Team (CST)-Weapons of Mass Destruction (WMD) Tier II Integrated Concept Team (ICT) at the Hampton Inn, Saint Robert, Missouri. Enclosure 1 provides the meeting agenda and Enclosure 2 provides a list of meeting attendees.

2. During the introduction, Mr. Anderson provided the following information (or discussed the following issues):

a. National Guard Bureau (NGB) staff has completed the Fiscal Year (FY) 2004 (FY04) training guidance. The signed version is due out imminently.

b. NGB developed a matrix of current training sources and provided it to attendees.

C.2.4 Action Items. This provides a breakout of programmatic impacts, for example:

ITEM	ACTION	SUSPENSE
Identify mechanism to host collaborative documents on Army Knowledge Online (AKO) website.	MANSCEN HLS Office	8 May 2003
Develop a listserv to notify all ICT members when documents are posted on the AKO.	MANSCEN HLS Office	8 May 2003

Appendix D - Contractor Personnel Matters

D.1 Restrictions: There is no known conflict of interest associated with this task.

D.1.1 The Contractor will receive no privileged, proprietary, or otherwise sensitive information without the Government's knowledge and without both the Government and the Contractor implementing appropriate safeguards or agreements thereon.

D.1.2 The Contractor will not divulge any information accessed and obtained during the course of performing this task to other Contractor personnel or anyone outside the Government. Failure to adhere to these non-disclosure safeguards may result in termination of this task.

D.1.3 Organizational structures and safeguards shall be used for protecting sensitive information and will be employed to ensure the Contractor cannot gain any unfair advantage and that no conflict of interest exists. The Contractor shall provide the Administrative POC with a copy of the corporate non-disclosure policy and signed non-disclosure agreements for each person that works on this delivery order.

D.2 Security Clearance: Work with classified materials up to the SECRET level is anticipated. The applicable DD Form 254 – Department of Defense Contract Security Classification Specification is attached.

D.3. Identification Of Contractor Employees On Military Installations: Contractor will comply with all local rules, policies, and standing operating procedures of the host command.

D.3.1 The Contractor shall provide each employee an identification (ID) badge on contract start date or on employment start date. The ID badge shall be made of nonmetallic material. The badge shall be easily readable and include employee's name, Contractor's name, functional area of assignment, security clearance, if applicable, and color photograph. The Contracting Officer or his or her designee shall approve the ID badge template before contract start date

D.3.2 Display of ID Badges: Contractor personnel shall wear the ID badge at all times when performing work under this contract to include attending Government meetings and conferences. Unless otherwise specified in the contract, each Contractor employee shall wear the ID badge in a conspicuous place on the front of exterior clothing and above the waist except when safety or health reasons prohibit such placement.

D.3.3 Answering Telephones: Contractor personnel shall identify themselves as Contractor employees when answering Government telephones.

D.3.4 Using Electronic Mail: When Contractor personnel send email messages to Government personnel while performing on this contract, the Contractor's email address shall include the company name together with the person's name. When it is necessary for Contractor personnel to have a user address on a Government computer, the Government shall ensure that person's email address includes the name of their company.

Appendix E - Program Smart Books

E.1 All installations identified in paragraph 4.7 above shall have a Program Smart Book. This document provides an audit trail that permits tracking the actions and progress of the system.

E.2 The Program Smart Book is a living document. The Program Smart Book should be maintained in a three ring binder with the following tabs:

Tab 1, Analytical Underpinnings. Functional Needs Analysis (FNA), Functional Solutions Analysis (FSA), Organizational and Operational (O & O) Plan, or similar pre-MS B documentation. These documents are not prepared by the training developer, but formats are found in AR 71-9.

Tab 2, Requirements Documents. The training developer prepares the training portions of the requirements document, usually in the form of input to paragraphs 4 and 5.

Tab 3, STRAP. This is the current System Training Plan (STRAP), prepared in accordance with TR 350-70.

Tab 4, TTSP. Training Test Support Packages (TTSP) in accordance with Chapter 9, DA Pam 73-1.

Tab 5, D & O TSP. Doctrine and Organizational Test Support Packages (D&O TSP) in accordance with Chapter 9, DA Pam 73-1.

Tab 6, Coordination/Staffing. This is a record of all tables of accommodation of comments to documentation along with an email audit trail to document informal coordination and staffing.

Tab 7, Measuring Criteria Briefing. The contractor shall prepare a Measuring Criteria Briefing for each installation in accordance with the current MANSCEN Measuring Criteria.

Tab 8, Trip Reports. Trip Reports in accordance with Appendix C.

Tab 9, System Schedule. System Schedule provided by the system product manager.

Tab 10, Minutes. This includes the Minutes of meetings .

Tab 11, System Fact Sheets. The contractor shall prepare System Fact Sheets for each major item identified in the AoA. Two fact sheets are required:

(1) System Description, Target Audience, Training Strategy, and Training Enablers. This is a system description, and includes the target audience and training strategy. It is updated after revision of the STRAP.

(2) Status of System Fielding Integration Efforts. This is a listing of actions, and is split into two tables, actions completed and scheduled actions.

Tab 12, Training Readiness Statement. Training Readiness Assessment in accordance with paragraph 2-9c of AR 700-142.

Tab 13. Audit Trail. Compact Disk with electronic copy of Tabs 1-12 above. This is updated quarterly and previous editions are destroyed.

52.204-2 SECURITY REQUIREMENTS (AUG 1996)

(a) This clause applies to the extent that this contract involves access to information classified "Confidential," "Secret," or "Top Secret."

(b) The Contractor shall comply with (1) the Security Agreement (DD Form 441), including the National Industrial Security Program Operating Manual (DOD 5220.22-M); and (2) any revisions to that manual, notice of which has been furnished to the Contractor.

(c) If, subsequent to the date of this contract, the security classification or security requirements under this contract are changed by the Government and if the changes cause an increase or decrease in security costs or otherwise affect any other term or condition of this contract, the contract shall be subject to an equitable adjustment as if the changes were directed under the Changes clause of this contract.

(d) The Contractor agrees to insert terms that conform substantially to the language of this clause, including this paragraph (d) but excluding any reference to the Changes clause of this contract, in all subcontracts under this contract that involve access to classified information.

(End of clause)

52.204-4 PRINTED OR COPIED DOUBLE-SIDED ON RECYCLED PAPER (AUG 2000)

(a) Definitions. As used in this clause--

"Postconsumer material" means a material or finished product that has served its intended use and has been discarded for disposal or recovery, having completed its life as a consumer item. Postconsumer material is a part of the broader category of "recovered material." For paper and paper products, postconsumer material means "postconsumer fiber" defined by the U.S. Environmental Protection Agency (EPA) as--

(1) Paper, paperboard, and fibrous materials from retail stores, office buildings, homes, and so forth, after they have passed through their end-usage as a consumer item, including: used corrugated boxes; old newspapers; old magazines; mixed waste paper; tabulating cards; and used cordage; or

(2) All paper, paperboard, and fibrous materials that enter and are collected from municipal solid waste; but not

(3) Fiber derived from printers' over-runs, converters' scrap, and over-issue publications.

"Printed or copied double-sided" means printing or reproducing a document so that information is on both sides of a sheet of paper.

"Recovered material," for paper and paper products, is defined by EPA in its Comprehensive Procurement Guideline as "recovered fiber" and means the following materials:

(1) Postconsumer fiber; and

(2) Manufacturing wastes such as--

(i) Dry paper and paperboard waste generated after completion of the papermaking process (that is, those manufacturing operations up to and including the cutting and trimming of the paper machine reel into smaller rolls

or rough sheets) including: envelope cuttings, bindery trimmings, and other paper and paperboard waste resulting from printing, cutting, forming, and other converting operations; bag, box, and carton manufacturing wastes; and butt rolls, mill wrappers, and rejected unused stock; and

(ii) Repulped finished paper and paperboard from obsolete inventories of paper and paperboard manufacturers, merchants, wholesalers, dealers, printers, converters, or others.

(b) In accordance with Section 101 of Executive Order 13101 of September 14, 1998, Greening the Government through Waste Prevention, Recycling, and Federal Acquisition, the Contractor is encouraged to submit paper documents, such as offers, letters, or reports, that are printed or copied double-sided on recycled paper that meet minimum content standards specified in Section 505 of Executive Order 13101, when not using electronic commerce methods to submit information or data to the Government.

(c) If the Contractor cannot purchase high-speed copier paper, offset paper, forms bond, computer printout paper, carbonless paper, file folders, white wove envelopes, writing and office paper, book paper, cotton fiber paper, and cover stock meeting the 30 percent postconsumer material standard for use in submitting paper documents to the Government, it should use paper containing no less than 20 percent postconsumer material. This lesser standard should be used only when paper meeting the 30 percent postconsumer material standard is not obtainable at a reasonable price or does not meet reasonable performance standards.

(End of clause)

52.212-4 CONTRACT TERMS AND CONDITIONS-- COMMERCIAL ITEMS (FEB 2002)

(a) Inspection/Acceptance. The Contractor shall only tender for acceptance those items that conform to the requirements of this contract. The Government reserves the right to inspect or test any supplies or services that have been tendered for acceptance. The Government may require repair or replacement of nonconforming supplies or reperformance of nonconforming services at no increase in contract price. The Government must exercise its post-acceptance rights (1) within a reasonable time after the defect was discovered or should have been discovered; and (2) before any substantial change occurs in the condition of the item, unless the change is due to the defect in the item.

(b) Assignment. The Contractor or its assignee may assign its rights to receive payment due as a result of performance of this contract to a bank, trust company, or other financing institution, including any Federal lending agency in accordance with the Assignment of Claims Act (31 U.S.C. 3727). However, when a third party makes payment (e.g., use of the Governmentwide commercial purchase card), the Contractor may not assign its rights to receive payment under this contract.

(c) Changes. Changes in the terms and conditions of this contract may be made only by written agreement of the parties.

(d) Disputes. This contract is subject to the Contract Disputes Act of 1978, as amended (41 U.S.C. 601-613). Failure of the parties to this contract to reach agreement on any request for equitable adjustment, claim, appeal or action arising under or relating to this contract shall be a dispute to be resolved in accordance with the clause at FAR 52.233-1, Disputes, which is incorporated herein by reference. The Contractor shall proceed diligently with performance of this contract, pending final resolution of any dispute arising under the contract.

(e) Definitions. The clause at FAR 52.202-1, Definitions, is incorporated herein by reference.

(f) Excusable delays. The Contractor shall be liable for default unless nonperformance is caused by an occurrence beyond the reasonable control of the Contractor and without its fault or negligence such as, acts of God or the public enemy, acts of the Government in either its sovereign or contractual capacity, fires, floods, epidemics,

quarantine restrictions, strikes, unusually severe weather, and delays of common carriers. The Contractor shall notify the Contracting Officer in writing as soon as it is reasonably possible after the commencement or any excusable delay, setting forth the full particulars in connection therewith, shall remedy such occurrence with all reasonable dispatch and shall promptly give written notice to the Contracting Officer of the cessation of such occurrence.

(g) Invoice. The Contractor shall submit an original invoice and three copies (or electronic invoice, if authorized,) to the address designated in the contract to receive invoices. An invoice must include--

- (1) Name and address of the Contractor;
- (2) Invoice date;
- (3) Contract number, contract line item number and, if applicable, the order number;
- (4) Description, quantity, unit of measure, unit price and extended price of the items delivered;
- (5) Shipping number and date of shipment including the bill of lading number and weight of shipment if shipped on Government bill of lading;
- (6) Terms of any prompt payment discount offered;
- (7) Name and address of official to whom payment is to be sent; and
- (8) Name, title, and phone number of person to be notified in event of defective invoice.

Invoices will be handled in accordance with the Prompt Payment Act (31 U.S.C. 3903) and Office of Management and Budget (OMB) Circular A-125, Prompt Payment. Contractors are encouraged to assign an identification number to each invoice.

(h) Patent indemnity. The Contractor shall indemnify the Government and its officers, employees and agents against liability, including costs, for actual or alleged direct or contributory infringement of, or inducement to infringe, any United States or foreign patent, trademark or copyright, arising out of the performance of this contract, provided the Contractor is reasonably notified of such claims and proceedings.

(i) Payment. Payment shall be made for items accepted by the Government that have been delivered to the delivery destinations set forth in this contract. The Government will make payment in accordance with the Prompt Payment Act (31 U.S.C. 3903) and Office of Management and Budget (OMB) Circular A-125, Prompt Payment. If the Government makes payment by Electronic Funds Transfer (EFT), see 52.212-5(b) for the appropriate EFT clause. In connection with any discount offered for early payment, time shall be computed from the date of the invoice. For the purpose of computing the discount earned, payment shall be considered to have been made on the date which appears on the payment check or the specified payment date if an electronic funds transfer payment is made.

(j) Risk of loss. Unless the contract specifically provides otherwise, risk of loss or damage to the supplies provided under this contract shall remain with the Contractor until, and shall pass to the Government upon:

- (1) Delivery of the supplies to a carrier, if transportation is f.o.b. origin; or
- (2) Delivery of the supplies to the Government at the destination specified in the contract, if transportation is f.o.b. destination.

(k) Taxes. The contract price includes all applicable Federal, State, and local taxes and duties.

(l) Termination for the Government's convenience. The Government reserves the right to terminate this contract, or any part hereof, for its sole convenience. In the event of such termination, the Contractor shall immediately stop all work hereunder and shall immediately cause any and all of its suppliers and subcontractors to cease work. Subject to the terms of this contract, the Contractor shall be paid a percentage of the contract price reflecting the percentage of the work performed prior to the notice of termination, plus reasonable charges the Contractor can demonstrate to the satisfaction of the Government using its standard record keeping system, have resulted from the termination. The Contractor shall not be required to comply with the cost accounting standards or contract cost principles for this purpose. This paragraph does not give the Government any right to audit the Contractor's records. The Contractor shall not be paid for any work performed or costs incurred which reasonably could have been avoided.

(m) Termination for cause. The Government may terminate this contract, or any part hereof, for cause in the event of any default by the Contractor, or if the Contractor fails to comply with any contract terms and conditions, or fails to provide the Government, upon request, with adequate assurances of future performance. In the event of termination for cause, the Government shall not be liable to the Contractor for any amount for supplies or services not accepted, and the Contractor shall be liable to the Government for any and all rights and remedies provided by law. If it is determined that the Government improperly terminated this contract for default, such termination shall be deemed a termination for convenience.

(n) Title. Unless specified elsewhere in this contract, title to items furnished under this contract shall pass to the Government upon acceptance, regardless of when or where the Government takes physical possession.

(o) Warranty. The Contractor warrants and implies that the items delivered hereunder are merchantable and fit for use for the particular purpose described in this contract.

(p) Limitation of liability. Except as otherwise provided by an express warranty, the Contractor will not be liable to the Government for consequential damages resulting from any defect or deficiencies in accepted items.

(q) Other compliances. The Contractor shall comply with all applicable Federal, State and local laws, executive orders, rules and regulations applicable to its performance under this contract.

(r) Compliance with laws unique to Government contracts. The Contractor agrees to comply with 31 U.S.C. 1352 relating to limitations on the use of appropriated funds to influence certain Federal contracts; 18 U.S.C. 431 relating to officials not to benefit; 40 U.S.C. 327, et seq., Contract Work Hours and Safety Standards Act; 41 U.S.C. 51-58, Anti-Kickback Act of 1986; 41 U.S.C. 265 and 10 U.S.C. 2409 relating to whistleblower protections; 49 U.S.C. 40118, Fly American; and 41 U.S.C. 423 relating to procurement integrity.

(s) Order of precedence. Any inconsistencies in this solicitation or contract shall be resolved by giving precedence in the following order: (1) the schedule of supplies/services; (2) the Assignments, Disputes, Payments, Invoice, Other Compliances, and Compliance with Laws Unique to Government Contracts paragraphs of this clause; (3) the clause at 52.212-5; (4) addenda to this solicitation or contract, including any license agreements for computer software; (5) solicitation provisions if this is a solicitation; (6) other paragraphs of this clause; (7) the Standard Form 1449; (8) other documents, exhibits, and attachments; and (9) the specification.

(End of clause)

52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS--COMMERCIAL ITEMS (JUN 2003)

(a) The Contractor shall comply with the following Federal **Acquisition Regulation** (FAR) clause, which is incorporated in this contract by reference, to implement provisions of law or Executive orders applicable to acquisitions of commercial items: 52.233-3, Protest after Award (AUG 1996) (31 U.S.C. 3553).

(b) The Contractor shall comply with the FAR clauses in this paragraph (b) that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items: (Contracting Officer check as appropriate.)

X (1) 52.203-6, Restrictions on Subcontractor Sales to the Government (JUL 1995), with Alternate I (OCT 1995) (41 U.S.C. 253g and 10 U.S.C. 2402).

X (2) 52.219-3, Notice of HUBZone Small Business Set-Aside (Jan 1999) (U.S.C. 657a).

NA (3) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (Jan 1999) (if the offeror elects to waive the preference, it shall so indicate in its offer) (U.S.C. 657a).

NA (4) (i) 52.219-5, Very Small Business Set-Aside (JUNE 2003) (Pub. L. 103-403, section 304, Small Business Reauthorization and Amendments Act of 1994).

NA (ii) Alternate I (MAR 1999) to 52.219-5.

NA (iii) Alternate II to (JUNE 2003) 52.219-5.

NA (5)(i) 52.219-6, Notice of Total Small Business Set-Aside (JUNE 2003) (15 U.S.C. 644).

NA (ii) Alternate I (OCT 1995) of 52.219-6.

NA (6)(i) 52.219-7, Notice of Partial Small Business Set-Aside (JUNE 2003) (15 U.S.C. 644).

NA (ii) Alternate I (OCT 1995) of 52.219-7.

X (7) 52.219-8, Utilization of Small Business Concerns (OCT 2000) (15 U.S.C. 637 (d)(2) and (3)).

X (8)(i) 52.219-9, Small Business Subcontracting Plan (JAN 2002) (15 U.S.C. 637(d)(4)).

NA (ii) Alternate I (OCT 2001) of 52.219-9.

X (iii) Alternate II (OCT 2001) of 52.219-9.

NA (9) 52.219-14, Limitations on Subcontracting (DEC 1996) (15 U.S.C. 637(a)(14)).

NA (10)(i) 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns (JUNE 2003) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323) (if the offeror elects to waive the adjustment, it shall so indicate in its offer).

NA (ii) Alternate I (JUNE 2003) of 52.219-23.

NA (11) 52.219-25, Small Disadvantaged Business Participation Program--Disadvantaged Status and Reporting (OCT 1999) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).

NA (12) 52.219-26, Small Disadvantaged Business Participation Program--Incentive Subcontracting (OCT 2000) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).

X (13) 52.222-3, Convict Labor (JUNE 2003) (E.O. 11755).

NA (14) 52.222-19, Child Labor--Cooperation with Authorities and Remedies (SEP 2002) (E.O. 13126).

- X (15) 52.222-21, Prohibition of Segregated Facilities (FEB 1999).
- X (16) 52.222-26, Equal Opportunity (APR 2002) (E.O. 11246).
- X (17) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (DEC 2001) (38 U.S.C. 4212).
- X (18) 52.222-36, Affirmative Action for Workers with Disabilities (JUN 1998) (29 U.S.C. 793).
- X (19) 52.222-37, Employment Reports on Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (DEC 2001) (38 U.S.C. 4212).
- NA (20)(i) 52.223-9, Estimate of Percentage of Recovered Material Content for EPA-Designated Products (AUG 2000) (42 U.S.C. 6962(c)(3)(A)(ii)).
- NA (ii) Alternate I (AUG 2000) of 52.223-9 (42 U.S.C. 6962(i)(2)(C)).
- NA (21) 52.225-1, Buy American Act--Supplies (JUNE 2003) (41 U.S.C. 10a-10d).
- NA (22)(i) 52.225-3, Buy American Act--North American Free Trade Agreement--Israeli Trade Act (JUNE 2003) (41 U.S.C. 10a-10d, 19 U.S.C. 3301 note, 19 U.S.C. 2112 note).
- NA (ii) Alternate I (MAY 2002) of 52.225-3.
- NA (iii) Alternate II (MAY 2002) of 52.225-3.
- NA (23) 52.225-5, Trade Agreements (JUNE 2003) (19 U.S.C. 2501, et seq., 19 U.S.C. 3301 note).
- X (24) 52.225-13, Restrictions on Certain Foreign Purchases (JUNE 2003) (E.O. 12722, 12724, 13059, 13067, 13121, and 13129).
- NA (25) 52.225-15, Sanctioned European Union Country End Products (FEB 2000) (E.O. 12849).
- NA (26) 52.225-16, Sanctioned European Union Country Services (FEB 2000) (E.O. 12849).
- NA (27) 52.232-29, Terms for Financing of Purchases of Commercial Items (FEB 2002) (41 U.S.C. 255(f), 10 U.S.C. 2307(f)).
- NA (28) 52.232-30, Installment Payments for Commercial Items (OCT 1995) (41 U.S.C. 255(f), 10 U.S.C. 2307(f)).
- X (29) 52.232-33, Payment by Electronic Funds Transfer--Central Contractor Registration (MAY 1999) (31 U.S.C. 3332).
- NA (30) 52.232-34, Payment by Electronic Funds Transfer--Other than Central Contractor Registration (MAY 1999) (31 U.S.C. 3332).
- NA (31) 52.232-36, Payment by Third Party (MAY 1999) (31 U.S.C. 3332).
- NA (32) 52.239-1, Privacy or Security Safeguards (AUG 1996) (5 U.S.C. 552a).
- NA (33)(i) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (APR 2003) (46 U.S.C. Appx 1241 and 10 U.S.C. 2631).

NA (ii) Alternate I (APR 1984) of 52.247-64.

(c) The Contractor shall comply with the FAR clauses in this paragraph (c), applicable to commercial services, that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items: [Contracting Officer check as appropriate.]

NA (1) 52.222-41, Service Contract Act of 1965, as Amended (MAY 1989) (41 U.S.C. 351, et seq.).

NA (2) 52.222-42, Statement of Equivalent Rates for Federal Hires (MAY 1989) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).

NA (3) 52.222-43, Fair Labor Standards Act and Service Contract Act--Price Adjustment (Multiple Year and Option Contracts) (MAY 1989) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).

NA (4) 52.222-44, Fair Labor Standards Act and Service Contract Act--Price Adjustment (February 2002) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).

NA (5) 52.222-47, SCA Minimum Wages and Fringe Benefits Applicable to Successor Contract Pursuant to Predecessor Contractor Collective Bargaining Agreements (CBA) (May 1989) (41 U.S.C. 351, et seq.).

(d) Comptroller General Examination of Record. The Contractor shall comply with the provisions of this paragraph (d) if this contract was awarded using other than sealed bid, is in excess of the simplified acquisition threshold, and does not contain the clause at 52.215-2, Audit and Records--Negotiation.

(1) The Comptroller General of the United States, or an authorized representative of the Comptroller General, shall have access to and right to examine any of the Contractor's directly pertinent records involving transactions related to this contract.

(2) The Contractor shall make available at its offices at all reasonable times the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR Subpart 4.7, Contractor Records Retention, of the other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.

(3) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of form. This does not require the Contractor to create or maintain any record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.

(e) (1) Notwithstanding the requirements of the clauses in paragraphs (a), (b), (c), and (d) of this clause, the Contractor is not required to flow down any FAR clause, other than those in paragraphs (i) through (vi) of this paragraph in a subcontract for commercial items. Unless otherwise indicated below, the extent of the flow down shall be as required by the clause--

(i) 52.219-8, Utilization of Small Business Concerns (October 2000) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$500,000 (\$1,000,000 for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

(ii) 52.222-26, Equal Opportunity (April 2002) (E.O. 11246).

(iii) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (December 2001) (38 U.S.C. 4212).

(iv) 52.222-36, Affirmative Action for Workers with Disabilities (June 1998) (29 U.S.C. 793).

(v) 52.222-41, Service Contract Act of 1965, as Amended (May 1989), flow down required for all subcontracts subject to the Service Contract Act of 1965 (41 U.S.C. 351, et seq.).

(vi) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (April 2003) (46 U.S.C. Appx 1241 and 10 U.S.C. 2631). Flow down required in accordance with paragraph (d) of FAR clause 52.247-64.

(2) While not required, the contractor May include in its subcontracts for commercial items a minimal number of additional clauses necessary to satisfy its contractual obligations.

(End of clause)

52.245-2 GOVERNMENT PROPERTY (FIXED-PRICE CONTRACTS) (JUN 2003)

(a) Government-furnished property.

(1) Overseas contracts. If this contract is to be performed outside of the United States and its outlying areas, the words "Government" and "Government-furnished" (wherever they appear in this clause) shall be construed as "United States Government" and "United States Government-furnished," respectively.

(2) The delivery or performance dates for this contract are based upon the expectation that Government-furnished property suitable for use (except for property furnished "as is") will be delivered to the Contractor at the times stated in the Schedule or, if not so stated, in sufficient time to enable the Contractor to meet the contract's delivery or performance dates.

(3) If Government-furnished property is received by the Contractor in a condition not suitable for the intended use, the Contractor shall, upon receipt of it, notify the Contracting Officer, detailing the facts, and, as directed by the Contracting Officer and at Government expense, either repair, modify, return, or otherwise dispose of the property. After completing the directed action and upon written request of the Contractor, the Contracting Officer shall make an equitable adjustment as provided in paragraph (h) of this clause.

(4) If Government-furnished property is not delivered to the Contractor by the required time, the Contracting Officer shall, upon the Contractor's timely written request, make a determination of the delay, if any, caused the Contractor and shall make an equitable adjustment in accordance with paragraph (h) of this clause.

(b) Changes in Government-furnished property. (1) The Contracting Officer may, by written notice, (i) decrease the Government-furnished property provided or to be provided under this contract, or (ii) substitute other Government-furnished property for the property to be provided by the Government, or to be acquired by the Contractor for the Government, under this contract. The Contractor shall promptly take such action as the Contracting Officer may direct regarding the removal, shipment, or disposal of the property covered by such notice.

(2) Upon the Contractor's written request, the Contracting Officer shall make an equitable adjustment to the contract in accordance with paragraph (h) of this clause, if the Government has agreed in the Schedule to make the property available for performing this contract and there is any--

(i) Decrease or substitution in this property pursuant to subparagraph (b)(1) of this clause; or

(ii) Withdrawal of authority to use this property, if provided under any other contract or lease.

(c) Title in Government property. (1) The Government shall retain title to all Government-furnished property.

(2) All Government-furnished property and all property acquired by the Contractor, title to which vests in the Government under this paragraph (collectively referred to as "Government property"), are subject to the provisions of this clause. However, special tooling accountable to this contract is subject to the provisions of the Special Tooling clause and is not subject to the provisions of this clause. Title to Government property shall not be affected by its incorporation into or attachment to any property not owned by the Government, nor shall Government property become a fixture or lose its identity as personal property by being attached to any real property.

(3) Title to each item of facilities and special test equipment acquired by the Contractor for the Government under this contract shall pass to and vest in the Government when its use in performing this contract commences or when the Government has paid for it, whichever is earlier, whether or not title previously vested in the Government.

(4) If this contract contains a provision directing the Contractor to purchase material for which the Government will reimburse the Contractor as a direct item of cost under this contract--

(i) Title to material purchased from a vendor shall pass to and vest in the Government upon the vendor's delivery of such material; and

(ii) Title to all other material shall pass to and vest in the Government upon--

(A) Issuance of the material for use in contract performance;

(B) Commencement of processing of the material or its use in contract performance; or

(C) Reimbursement of the cost of the material by the Government, whichever occurs first.

(d) Use of Government property. The Government property shall be used only for performing this contract, unless otherwise provided in this contract or approved by the Contracting Officer.

(e) Property administration. (1) The Contractor shall be responsible and accountable for all Government property provided under this contract and shall comply with Federal Acquisition Regulation (FAR) Subpart 45.5, as in effect on the date of this contract.

(2) The Contractor shall establish and maintain a program for the use, maintenance, repair, protection, and preservation of Government property in accordance with sound industrial practice and the applicable provisions of Subpart 45.5 of the FAR.

(3) If damage occurs to Government property, the risk of which has been assumed by the Government under this contract, the Government shall replace the items or the Contractor shall make such repairs as the Government directs. However, if the Contractor cannot effect such repairs within the time required, the Contractor shall dispose of the property as directed by the Contracting Officer. When any property for which the Government is responsible is replaced or repaired, the Contracting Officer shall make an equitable adjustment in accordance with paragraph (h) of this clause.

(4) The Contractor represents that the contract price does not include any amount for repairs or replacement for which the Government is responsible. Repair or replacement of property for which the Contractor is responsible shall be accomplished by the Contractor at its own expense.

(f) Access. The Government and all its designees shall have access at all reasonable times to the premises in which any Government property is located for the purpose of inspecting the Government property.

(g) Risk of loss. Unless otherwise provided in this contract, the Contractor assumes the risk of, and shall be responsible for, any loss or destruction of, or damage to, Government property upon its delivery to the Contractor or upon passage of title to the Government under paragraph (c) of this clause. However, the Contractor is not responsible for reasonable wear and tear to Government property or for Government property properly consumed in performing this contract.

(h) Equitable adjustment. When this clause specifies an equitable adjustment, it shall be made to any affected contract provision in accordance with the procedures of the Changes clause. When appropriate, the Contracting Officer may initiate an equitable adjustment in favor of the Government. The right to an equitable adjustment shall be the Contractor's exclusive remedy. The Government shall not be liable to suit for breach of contract for--

- (1) Any delay in delivery of Government-furnished property;
- (2) Delivery of Government-furnished property in a condition not suitable for its intended use;
- (3) A decrease in or substitution of Government-furnished property; or
- (4) Failure to repair or replace Government property for which the Government is responsible.

(i) Final accounting and disposition of Government property. Upon completing this contract, or at such earlier dates as may be fixed by the Contracting Officer, the Contractor shall submit, in a form acceptable to the Contracting Officer, inventory schedules covering all items of Government property (including any resulting scrap) not consumed in performing this contract or delivered to the Government. The Contractor shall prepare for shipment, deliver f.o.b. origin, or dispose of the Government property as may be directed or authorized by the Contracting Officer. The net proceeds of any such disposal shall be credited to the contract price or shall be paid to the Government as the Contracting Officer directs.

(j) Abandonment and restoration of Contractor's premises. Unless otherwise provided herein, the Government--

(1) May abandon any Government property in place, at which time all obligations of the Government regarding such abandoned property shall cease; and

(2) Has no obligation to restore or rehabilitate the Contractor's premises under any circumstances (e.g., abandonment, disposition upon completion of need, or upon contract completion). However, if the Government-furnished property (listed in the Schedule or specifications) is withdrawn or is unsuitable for the intended use, or if other Government property is substituted, then the equitable adjustment under paragraph (h) of this clause may properly include restoration or rehabilitation costs.

(k) Communications. All communications under this clause shall be in writing.

(l) Overseas contracts. If this contract is to be performed outside of the United States of America, its territories, or possessions, the words "Government" and "Government-furnished" (wherever they appear in this clause) shall be construed as "United States Government" and "United States Government-furnished," respectively.

(End of clause)

252.203-7002 DISPLAY OF DOD HOTLINE POSTER (DEC 1991)

(a) The Contractor shall display prominently in common work areas within business segments performing work under Department of Defense (DoD) contracts, DoD Hotline Posters prepared by the DoD Office of the Inspector General.

(b) DoD Hotline Posters may be obtained from the DoD Inspector General, ATTN: Defense Hotline, 400 Army Navy Drive, Washington, DC 22202-2884.

(c) The Contractor need not comply with paragraph (a) of this clause if it has established a mechanism, such as a hotline, by which employees may report suspected instances of improper conduct, and instructions that encourage employees to make such reports.

(End of clause)

252.204-7004 REQUIRED CENTRAL CONTRACTOR REGISTRATION (NOV 2001)

(a) Definitions.

As used in this clause--

(1) Central Contractor Registration (CCR) database means the primary DoD repository for contractor information required for the conduct of business with DoD.

(2) Data Universal Numbering System (DUNS) number means the 9-digit number assigned by Dun and Bradstreet Information Services to identify unique business entities.

(3) Data Universal Numbering System +4 (DUNS+4) number means the DUNS number assigned by Dun and Bradstreet plus a 4-digit suffix that may be assigned by a parent (controlling) business concern. This 4-digit suffix may be assigned at the discretion of the parent business concern for such purposes as identifying subunits or affiliates of the parent business concern.

(4) Registered in the CCR database means that all mandatory information, including the DUNS number or the DUNS+4 number, if applicable, and the corresponding Commercial and Government Entity (CAGE) code, is in the CCR database; the DUNS number and the CAGE code have been validated; and all edits have been successfully completed.

(b)(1) By submission of an offer, the offeror acknowledges the requirement that a prospective awardee must be registered in the CCR database prior to award, during performance, and through final payment of any contract resulting from this solicitation, except for awards to foreign vendors for work to be performed outside the United States.

(2) The offeror shall provide its DUNS or, if applicable, its DUNS+4 number with its offer, which will be used by the Contracting Officer to verify that the offeror is registered in the CCR database.

(3) Lack of registration in the CCR database will make an offeror ineligible for award.

(4) DoD has established a goal of registering an applicant in the CCR database within 48 hours after receipt of a complete and accurate application via the Internet. However, registration of an applicant submitting an application through a method other than the Internet may take up to 30 days. Therefore, offerors that are not registered should consider applying for registration immediately upon receipt of this solicitation.

(c) The Contractor is responsible for the accuracy and completeness of the data within the CCR, and for any liability resulting from the Government's reliance on inaccurate or incomplete data. To remain registered in the CCR database after the initial registration, the Contractor is required to confirm on an annual basis that its information in the CCR database is accurate and complete.

(d) Offerors and contractors may obtain information on registration and annual confirmation requirements by calling 1-888-227-2423, or via the Internet at <http://www.ccr.gov>.

(End of clause)

252.212-7001 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS APPLICABLE TO DEFENSE ACQUISITIONS OF COMMERCIAL ITEMS (JUN 2003)

(a) The Contractor agrees to comply with the following Federal Acquisition Regulation (FAR) clause which, if checked, is included in this contract by reference to implement a provision of law applicable to acquisitions of commercial items or components.

X 252.203-3 Gratuities (APR 1984) (10 U.S.C. 2207).

(b) The Contractor agrees to comply with any clause that is checked on the following list of Defense FAR Supplement clauses which, if checked, is included in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items or components.

X 252.205-7000 Provision of Information to Cooperative Agreement Holders (DEC 1991) (10 U.S.C. 2416).

X 252.219-7003 Small, Small Disadvantaged and Women-Owned Small Business Subcontracting Plan (DoD Contracts) (APR 1996) (15 U.S.C. 637).

NA 252.219-7004 Small, Small Disadvantaged and Women-Owned Small Business Subcontracting Plan (Test Program) (JUN 1997) (15 U.S.C. 637 note).

X 252.225-7001 Buy American Act and Balance of Payment Program (APR 2003) (41 U.S.C. 10a-10d, E.O. 10582).

X 252.225-7012 Preference for Certain Domestic Commodities (FEB 2003) (10 U.S.C. 2533a).

NA 252.225-7014 Preference for Domestic Specialty Metals (APR 2003) (10 U.S.C. 2533a).

NA 252.225-7015 Preference for Domestic Hand or Measuring Tools (APR 2003) (10 U.S.C. 2533a).

NA 252.225-7016 Restriction on Acquisition of Ball and Roller Bearings (APR 2003) (____ Alternate I) (APR 2003) (10 U.S.C. 2534 and Section 8099 of Public Law 104-61 and similar sections in subsequent DoD appropriations acts).

NA 252.225-7021 Trade Agreements (APR 2003) (19 U.S.C. 2501-2518 and 19 U.S.C. 3301 note).

NA 252.225-7027 Restriction on Contingent Fees for Foreign Military Sales (APR 2003) (22 U.S.C. 2779).

NA 252.225-7028 Exclusionary Policies and Practices of Foreign Governments (APR 2003) (22 U.S.C. 2755).

NA 252.225-7036 Buy American Act--North American Free Trade Agreement Implementation Act--Balance of Payment Program (APR 2003) (____ Alternate I) (APR 2003) (41 U.S.C. 10a-10d and 19 U.S.C. 3301 note).

NA 252.225-7038 Restriction on Acquisition of Air Circuit Breakers (APR 2003) (10 U.S.C. 2534(a)(3)).

- ☒ 252.227-7015 Technical Data--Commercial Items (NOV 1995) (10 U.S.C. 2320).
- ☒ 252.227-7037 Validation of Restrictive Markings on Technical Data (SEP 1999) (10 U.S.C. 2321).
- ☒ 252.232-7003 Electronic Submission of Payment Requests (MAR 2003) (10 U.S.C. 2227).
- ☒ 252.243-7002 Certification of Requests for Equitable Adjustment (MAR 1998) (10 U.S.C. 2410).
- ☒ 252.247-7023 Transportation of Supplies by Sea (MAY 2002) (____ Alternate I) (MAR 2000) (____ Alternate II) (MAR 2000) (Alternate III) (MAY 2002) (10 U.S.C. 2631).
- ☒ 252.247-7024 Notification of Transportation of Supplies by Sea (MAR 2000) (10 U.S.C. 2631).

(c) In addition to the clauses listed in paragraph (e) of the Contract Terms and Conditions Required to Implement Statutes or Executive Orders--Commercial Items clause of this contract (Federal Acquisition Regulation 52.212-5), the Contractor shall include the terms of the following clauses, if applicable, in subcontracts for commercial items or commercial components, awarded at any tier under this contract:

252.225-7014 Preference for Domestic Specialty Metals, Alternate I (APR 2003) (10 U.S.C. 2533a).

252.247-7023 Transportation of Supplies by Sea (MAY 2002) (10 U.S.C. 2631).

252.247-7024 Notification of Transportation of Supplies by Sea (MAR 2000) (10 U.S.C. 2631)

(End of clause)